

IN THE UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

AFFIDAVIT OF SERVICE

I, Evan Gershbein, being duly sworn according to law, depose and say that I am employed by Kurtzman Carson Consultants, LLC, the Court appointed claims and noticing agent for the Debtors in the above-captioned cases.

On August 23, 2006, I caused to be served the document listed below (i) upon the parties listed on Exhibit A hereto via overnight delivery and (ii) upon the parties listed on Exhibit B via facsimile:

Notice of Proposed Deminimis Sale of Assets Located in Flint, Michigan Free and Clear of Liens, Claims and Encumbrances. [a copy of which is attached hereto as Exhibit C]

Dated: August 24, 2006

/s/ Evan Gershbein
Evan Gershbein

Subscribed and sworn to (or affirmed) before me on this 24th day of August, 2006, by Evan Gershbein, personally known to me or proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature : /s/ Amy Lee Huh

Commission Expires: 3/15/09

EXHIBIT A

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country
Alicia M. Leonhard, Esq.	Office of the United States Trustee for the Southern District of New York	33 Whitehall Street	Suite 2100	New York	NY	10004	
Bonnie Steingart, Esq.	Fried, Frank, Harris, Shriver & Jacobson LLP	One New York Plaza		New York	NY	10004	
Brian Resnick, Esq.	Davis Polk & Wardwell	450 Lexington Avenue		New York	NY	10017	
Donald S. Bernstein, Esq.	Davis Polk & Wardwell	450 Lexington Avenue		New York	NY	10017	
Dove Bid	John Miller	16042 Meadow Oak Dr		Chesterfield	MO	63017	
Galaxy International Machinery Inc	John Marshall	1685 Maroon Bells Lane		Bolingbrook	IL	60490-6530	
Genesee County Treasurer	Office of Daniel T. Kildee	1101 Beach Street		Flint	MI	48502-1475	
Honeywell	Tim Bensette	16671 Old Bedford		Northville	MI	48167	
Kenneth S. Ziman, Esq.	Simpson Thacher & Bartlett LLP	425 Lexington Avenue		New York	NY	10017	
Mark A. Broude, Esq.	Latham & Watkins LLP	885 Third Avenue		New York	NY	10022	
NGK Spark Plugs USA	Rick Sullivan	46929 Magellan Dr		Wixom	MI	48393	
Payson Plating	Tony Payson	6889 Orchard Lake Rd #301		West Bloomfield	MI	48332	
Robert J. Rosenberg, Esq.	Latham & Watkins LLP	885 Third Avenue		New York	NY	10022	
Torch Spark Plug Co., LTD.	Chen Guangyun, General Manager	3N Hongqi Road		Zhuzhou	Hunan	412002	China
Treasurer, City of Flint	Office of Doug Bingaman	1101 S. Saginaw St.		Flint	MI	48502	

EXHIBIT B

CreditorName	CreditorNoticeName	Address1	Address2	City	State	Zip	Country	Fax
Alicia M. Leonhard, Esq.	Office of the United States Trustee for the Southern District of New York	33 Whitehall Street	Suite 2100	New York	NY	10004		212-668-2255
Bonnie Steingart, Esq.	Fried, Frank, Harris, Shriver & Jacobson LLP	One New York Plaza		New York	NY	10004		212-859-8585
Brian Resnick, Esq.	Davis Polk & Wardwell	450 Lexington Avenue		New York	NY	10017		212-450-3213
Donald S. Bernstein, Esq.	Davis Polk & Wardwell	450 Lexington Avenue		New York	NY	10017		212-450-3092
Dove Bid	John Miller	16042 Meadow Oak Dr		Chesterfield	MO	63017		636-537-5449
Genesee County Treasurer	Office of Daniel T. Kildee	1101 Beach Street		Flint	MI	48502-1475		810-257-3885
Honeywell	Tim Bensette	16671 Old Bedford		Northville	MI	48167		419-436-5624
Kenneth S. Ziman, Esq.	Simpson Thacher & Bartlett LLP	425 Lexington Avenue		New York	NY	10017		212-455-2502
Mark A. Broude, Esq.	Latham & Watkins LLP	885 Third Avenue		New York	NY	10022		212-751-4864
NGK Spark Plugs USA	Rick Sullivan	46929 Magellan Dr		Wixom	MI	48393		248-926-6910
Payson Plating	Tony Payson	6889 Orchard Lake Rd #301		West Bloomfield	MI	48332		248-626-4199
Robert J. Rosenberg, Esq.	Latham & Watkins LLP	885 Third Avenue		New York	NY	10022		212-751-4864
Torch Spark Plug Co., LTD.	Chen Guangyun, General Manager	3N Hongqi Road		Zhuzhou	Hunan	412002	China	011-86-733-845-0227
Treasurer, City of Flint	Office of Doug Bingaman	1101 S. Saginaw St.		Flint	MI	48502		810-238-8481

EXHIBIT C

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

-----	x	
	:	
In re	:	Chapter 11
	:	
DELPHI CORPORATION, <u>et al.</u> ,	:	Case No. 05-44481 (RDD)
	:	
Debtors.	:	(Jointly Administered)
	:	
-----	x	

NOTICE OF PROPOSED DE MINIMIS SALE OF ASSETS
LOCATED IN FLINT, MICHIGAN FREE AND CLEAR OF LIENS,
CLAIMS, AND ENCUMBRANCES

PLEASE TAKE NOTICE THAT in accordance with the Order Under 11 U.S.C. § 363 Approving Procedures To Sell Certain De Minimis Assets Free And Clear Of Liens, Claims, And Encumbrances And To Pay Market Rate Broker Commissions In Connection With Such Sales Without Further Court Approval, entered on October 28, 2005 (Docket No. 766) (the "De Minimis Asset Sale Order"), Delphi Automotive Systems LLC, a Delaware limited liability company (the "Seller"), hereby gives notice of its intention to sell certain assets and equipment located at its facility at 1300 North Dort Highway, Flint, Michigan to Great American Group, LLC, located at 9 Parkway North, Suite 300, Deerfield, Illinois (the "Purchaser"), pursuant to the Asset Sale Agreement (the "Agreement"). A copy of the Agreement is attached hereto as Exhibit A. The assets and equipment subject to the Agreement include, but are not limited to, machinery, equipment, spare parts, and tooling (collectively, the "Assets").

PLEASE TAKE FURTHER NOTICE THAT in consideration of the foregoing, the Purchaser shall pay the Seller \$1,000,000.

PLEASE TAKE FURTHER NOTICE THAT the Purchaser is not an insider of the Seller as such term is defined in section 101(31) of the Bankruptcy Code and has no other connections to the Seller.

PLEASE TAKE FURTHER NOTICE THAT no broker was used in the sale of the Assets.

PLEASE TAKE FURTHER NOTICE THAT pursuant to the De Minimis Asset Sale Order, the Seller will consummate the sale of the Assets free and clear of liens, claims, and encumbrances, and take such actions as are necessary to close the transaction, including but not limited to collection of proceeds of the sale of the Assets, provided that counsel to the Seller does not receive from a party which receives this notice (a "Notice Party"), within five business days after the date following the Notice Party's initial receipt of this notice, a written objection or written request for additional time to evaluate the proposed sale.

Dated: New York, New York
August 23, 2006

SKADDEN, ARPS, SLATE, MEAGHER
& FLOM LLP

By: /s/ John Wm. Butler, Jr.
John Wm. Butler, Jr. (JB 4711)
John K. Lyons
Ron E. Meisler
333 West Wacker Drive, Suite 2100
Chicago, Illinois 60606
(312) 407-0700

- and -

By: /s/ Kayalyn A. Marafioti
Kayalyn A. Marafioti (KM 9632)
Thomas J. Matz (TM 5986)
Four Times Square
New York, New York 10036
(212) 735-3000

Attorneys for Delphi Corporation, et al.,
Debtors and Debtors-in-Possession

Exhibit A
Asset Sale Agreement

Final 6-29-06

ASSET SALE AGREEMENT

THIS ASSET SALE AGREEMENT is made by and between Great American Group, LLC ("Buyer") and DELPHI AUTOMOTIVE SYSTEMS LLC, a Delaware limited liability company (the "SELLER"), each individually referred to as a "Party", and collectively referred to as the "Parties" to this Agreement. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in Article 1.

WHEREAS, on October 8, 2005, the SELLER, along with certain of its affiliated companies, filed voluntary petitions (the "Petitions") for relief commencing a case (the "Chapter 11 Case") under Chapter 11 of Title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court");

WHEREAS, the SELLER, along with certain of its affiliated companies, continue to operate their businesses and manage their assets and properties as debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code;

WHEREAS, the Buyer desires to purchase from the SELLER, and the SELLER desires to sell to Buyer, on an "as is, where is" basis, the Acquired Assets, all in the manner and subject to the terms and conditions set forth herein and in the De Minimis Sale Order;

NOW, THEREFORE, in consideration of the foregoing and the respective representations, warranties, covenants, and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1

DEFINITIONS

Section 1.01 "Acquired Assets" means the M&E and Other Equipment. The Acquired Assets do not include any items that are associated with, or used by, the SELLER in its other products.

Section 1.02 "De Minimis Sale Order" means the Order under 11 U.S.C. § 363 Approving Procedures to Sell Certain De Minimis Assets Free and Clear of Liens, Claims, and Encumbrances and to Pay Market Rate Broker Commissions in Connection with Such Sales Without Further Court Approval, entered by the Bankruptcy Court on October 27, 2005, in the Chapter 11 Case and attached hereto as Exhibit 1.02.

Section 1.03 "Facility" means Seller's Flint, Michigan facility, which is located at 1300 N. Dort Hwy, Flint, Michigan

Section 1.04 "Encumbrance" shall mean any claim, judgment, license, lease, sublease, lien, pledge, option, charge, easement, security interest, deed of trust, mortgage, right-of-way, encroachment, building or use restriction, conditional sales agreement, title retention arrangement which is intended as security, capitalized lease under generally accepted accounting principles, encumbrance or other right of third parties, whether voluntarily incurred or arising by operation of law, and includes, without limitation, any agreement to give any of the foregoing in the future, and any contingent sale or other title retention agreement or lease in the nature thereof, and any "claim", "lien", or "security interest" as those terms are defined in the United States Bankruptcy Code.

Final 6-29-06

Section 1.05 [Reserved]

Section 1.06 "Liquidation" shall mean the orderly liquidation by the Buyer of all or a portion of the Acquired Assets, which will include an offsite auction of certain of the Acquired Assets by Buyer.

Section 1.07 "M&E" means the machinery and equipment listed on Exhibit 1.07 hereto.

Section 1.08 "Other Equipment" means substantially all inspection equipment, tooling, spares, tool bins, and general support equipment used exclusively by Seller to manufacture spark plugs, which are not being sold to other purchasers of Seller's spark plug machinery and equipment.

Section 1.09 Other Defined Terms. In addition to the terms defined above, the following terms shall have the meanings set forth in the Sections indicated:

<u>Term</u>	<u>Section</u>
"Buyer"	Introductory Paragraph
"Buyer's Invitees"	10.01
"Closing"	2.03
"Closing Date"	2.03
"Purchase Price"	2.02
"Removal Date"	5.02
"Seller"	Introductory Paragraph

ARTICLE 2

SALE OF ACQUIRED ASSETS

Section 2.01 Assets Transferred. On the terms and subject to the conditions set forth in this Agreement and in the De Minimis Sale Order, SELLER shall sell, transfer and convey to Buyer and Buyer shall purchase and acquire, on an "as is where is" basis, good title to the Acquired Assets, free and clear of any and all Encumbrances.

Section 2.02 Purchase Price of Acquired Assets.

A. On the Closing Date (as defined in Section 2.03 below), and prior to the date of delivery of any of the Acquired Assets, Buyer will pay to SELLER, in payment for the Acquired Assets, the non-refundable amount of \$1,000,000 (the "Purchase Price"), by wire transfer to the SELLER's bank account.

B. All payments by Buyer to SELLER under this Agreement shall be accomplished by a wire transfer to the following account or such other account as may be designated by SELLER:

Bank One
Detroit, Michigan
Account of: Delphi Automotive Systems, LLC
Account #: 361388594
ABA #:072000326
Swift Code: FNBCUS44

Final 6-29-06

C. Buyer agrees to furnish to Seller, a properly completed and executed, Michigan Resale Exemption Certificate for the Acquired Assets being purchased from Seller under this Agreement

Section 2.03 Closing. The consummation of the transactions contemplated by this Agreement (the "Closing") shall take place 30 days following the execution of this Agreement by all of the Parties, provided that all of the conditions set forth in Article 8 shall have been satisfied or waived (the date of the Closing being herein referred to as the "Closing Date"). For financial, accounting and tax purposes, the Closing shall be deemed conclusively to have occurred at 11:59 p.m. Eastern Time on the Closing Date.

Section 2.04 Transfer Documents. Upon full payment for, and completion of delivery of the Acquired Assets, SELLER will deliver to Buyer a bill of sale, invoice, or such other similar document to vest Buyer with full and complete title to the Acquired Assets. Concurrently with the execution of this Agreement, Buyer will deliver to the Seller a certified copy of resolutions of Buyer's board of directors authorizing and approving the transactions contemplated by this Agreement.

Section 2.05 Post-Closing Asset Deliveries. Should the SELLER in its reasonable discretion determine after the Closing that books, records, or other materials constituting Acquired Assets are still in the possession of SELLER or any of its affiliated companies, the SELLER shall or shall cause such affiliates to promptly deliver them to Buyer at no cost to Buyer, other than as contemplated in this Agreement. Should SELLER or Buyer in its reasonable discretion determine after the Closing that books, records, or other materials not constituting Acquired Assets were delivered to Buyer, Buyer shall promptly return them to the SELLER at no cost to SELLER.

ARTICLE 3

REPRESENTATIONS AND WARRANTIES OF SELLER

The SELLER represents and warrants to Buyer as follows:

Section 3.01 Corporate Authority. Subject to the De Minimis Sale Order, the SELLER has full corporate authority to execute and perform in accordance with this Agreement, and, upon full satisfaction of the terms and conditions of the De Minimis Sale Order, this Agreement shall constitute a valid and binding obligation of the SELLER. This Agreement and all transactions contemplated hereby have been duly authorized by all requisite corporate authority, and will not result in a violation of any of the terms and provisions of SELLER's certificate of incorporation, articles of association, by-laws or other organizational documents, as applicable, or of any other agreement to which the SELLER is a party or by which it is bound, except for those violations that are excused by or are unenforceable as a result of the filing of the Petitions or the entry of the De Minimis Sale Order.

Section 3.02 Title to Acquired Assets. SELLER warrants that, as of the date of delivery of the Acquired Assets, SELLER will have good and marketable title to the Acquired Assets free and clear of any Encumbrance.

Section 3.03 Litigation. There is no litigation - equitable or legal, administrative, arbitral or other proceedings - pending against SELLER with respect to the Acquired Assets, and SELLER is unaware of any investigation regarding any charge of violation of any applicable law, rule or regulation with respect to the Acquired Assets.

Section 3.04 Disclaimer of Warranties. THE ACQUIRED ASSETS AND ANY OTHER PROPERTY, RIGHTS AND SERVICES FURNISHED OR TO BE FURNISHED UNDER OR IN

Final 6-29-06

CONNECTION WITH THIS AGREEMENT BY SELLER TO BUYER ARE BEING FURNISHED ON AN "AS IS, WHERE IS" BASIS, WITH ALL FAULTS, AND THE SELLER MAKES NO WARRANTIES (EXCEPT TITLE) OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, CONCERNING ANY OF THE ACQUIRED ASSETS, OR THE CONDITION, ACCURACY, QUALITY, UTILITY OR COMPLETENESS THEREOF, AND HEREBY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTY OF NONINFRINGEMENT OF THE PROPRIETARY RIGHTS OF THIRD PARTIES.

Section 3.05 Location of the Assets. The Acquired Assets will be physically located at the Facility on the Closing Date.

Section 3.06 Survival of Representations and Warranties. No representations and warranties made by the SELLER in this Article 3 shall survive beyond the Closing Date, except for the representation in Section 3.02 which shall survive for a period of two (2) years after the Closing Date.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES OF BUYER

Buyer represents, warrants and covenants to the SELLER as follows:

Section 4.01 Corporate Authority. Buyer has full corporate authority to execute and perform in accordance with this Agreement, and this Agreement constitutes a valid and binding obligation of Buyer; this Agreement and all transactions contemplated hereby have been duly authorized by all requisite corporate authority, and will not result in a violation of any of the terms and provisions of Buyer's certificate of incorporation, articles of association, by-laws or other organizational documents, as applicable, or of any other agreement to which Buyer is a party or by which it is bound.

Section 4.02 Permits, Licenses and Approvals. Buyer has obtained all permits, licenses and approvals from any foreign, federal, state or local authority or administrative agency necessary to consummate the transactions contemplated hereby and engage in business utilizing the Acquired Assets.

Section 4.03 Consents and Approvals. No consent, approval, or authorization of any non-governmental third party and no consent, approval, authorization or declaration of or filing or registration with any foreign, federal, state or local governmental or regulatory authority is required to be made or obtained by Buyer in connection with the execution and delivery of this Agreement or the consummation of the transactions contemplated hereby.

Section 4.04 No Assumption of Liabilities. Except as specifically provided in this Agreement, Buyer does not assume or agree to pay, perform or discharge any debts, obligations, contracts or liabilities of the SELLER, wherever or however incurred.

Section 4.05 Survival of Representations and Warranties. All representations and warranties made by Buyer in this Article 4 shall survive for a period of two (2) years after the Closing Date.

ARTICLE 5

INSPECTION AND DELIVERY OF ACQUIRED ASSETS

Section 5.01 Inspection. Buyer acknowledges that it has inspected the Acquired Assets, and is satisfied with the condition thereof as referred to in Section 5.04. SELLER agrees to maintain the

Final 6-29-06

Acquired Assets in their present condition, ordinary wear and tear excepted, until such time as title and risk of loss shall pass to Buyer.

Section 5.02 Preparation For Shipment. The Acquired Assets are being delivered ex-works, SELLER's facility, Flint, Michigan, USA; Buyer shall be responsible for, and at its own cost and expense shall effect, the disconnecting, dismantling, packaging, preparation for shipment, and loading, shipment (including without limitation, skidding, movement to, and removal from SELLER's facility), and transportation of the Acquired Assets from SELLER's facility to its ultimate destination. Buyer shall cause such Acquired Assets to be completely dismantled and removed from SELLER's facility no later than one hundred twenty days (120) after Closing (the "Removal Date") unless Removal Date is extended by SELLER for reasons of Force Majeure under section 9.01. Such activities of Buyer's agents and employees shall be performed in a careful and workmanlike manner without damage to SELLER's facility and at such times and in such manner reasonably approved by SELLER so as to not interfere with or disrupt production or other operations at SELLER's facility. Buyer will have the right to have its employees at SELLER's facility during the time the Acquired Assets are being disconnected, dismantled and loaded onto trucks. Buyer, its employees, agents, representatives and contractors, shall comply with all applicable federal, state, and local laws, ordinances, regulations and standards and all applicable SELLER safety rules and regulations while on SELLER's premises. If Buyer does not completely remove the Acquired Assets on or before the date set forth above, SELLER may dispose of any remaining Acquired Assets in accordance with Section 10.01 hereof. SELLER shall not have any obligations or duties with respect to disconnecting, dismantling, packaging, preparation for shipment, loading, and/or delivery of the Acquired Assets.

Section 5.03 Delivery. Delivery of the Acquired Assets shall take place, and title and risk of loss to such Assets shall pass from SELLER to Buyer, at the Closing.

Section 5.04 Acknowledgment. BUYER IS ACQUIRING THE ACQUIRED ASSETS AND ANY OTHER PROPERTY, RIGHTS AND SERVICES FURNISHED OR TO BE FURNISHED UNDER OR IN CONNECTION WITH THIS AGREEMENT FROM THE SELLER TO BUYER "AS IS," WITH ALL FAULTS AND WITHOUT WARRANTIES OF ANY KIND (EXCEPT TITLE), EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY OF NONINFRINGEMENT OF THE PROPRIETARY RIGHTS OF THIRD PARTIES.

Without limiting the generality of the foregoing waiver or SELLER's disclaimer in Section 3.04, Buyer agrees that: (i) the SELLER neither represents nor warrants that any of the Acquired Assets will operate satisfactorily or that any of the Acquired Assets comply with any applicable foreign, federal, state, or local laws, ordinances, regulations, or standards, including, but not limited to, regulations and standards promulgated under federal and state environmental or occupational safety and health laws; (ii) Buyer accepts the entire risk and responsibility of taking any necessary action (including performing inspections and undertaking physical modifications) to make the Acquired Assets operate safely and satisfactorily in Buyer's plant and comply with any applicable foreign, federal, state, or local laws, ordinances, regulations, or standards, including regulations and standards promulgated under federal and state environmental, occupational safety and health laws, or import and export laws; (iii) the SELLER shall have no liability or responsibility for the condition, yield and/or operation of the Acquired Assets after the Closing; and (iii) Buyer is purchasing the Acquired Assets based solely upon its own inspection, evaluation, review and analysis, and Buyer assumes the entire risk associated with such inspection, evaluation, review and analysis being incomplete or inaccurate.

ARTICLE 6

INSURANCE

Final 6-29-06

Section 6.01 Buyer's Insurance

Buyer and its agents, representatives, contractors and/or the Buyer's Invitees (as defined in Section 10.01 below) shall, during the performance of activities under Articles 5, 7 and 10 of this Agreement, maintain the following insurance coverage:

<u>Kind of Insurance</u>	<u>Minimum Limits</u>
Workers Compensation	Statutory per applicable state law, including Employer's Liability with limits of not less than \$1,000,000
Comprehensive General Liability (including contractual liability)	\$5,000,000 per occurrence combined single limit for personal injury and property damage
Comprehensive Automobile Liability (covering owned, non-owned and hired vehicles)	\$1,000,000 per occurrence combined single limit for personal injury and property damage

Before any of the activities referred to in Articles 5, 7 or 10 are started, Buyer shall furnish the SELLER with a certificate evidencing compliance with the limits, insurance requirements and waiver of subrogation set forth above and below. Delphi shall be an Additional Insured under Buyer's insurance policy (except Workers' Compensation and Employers' Liability). Such certificate shall be in a form acceptable to, and underwritten by an insurance company reasonably satisfactory to Delphi and with an A.M. Best Company rating of A- or above. All policies of insurance procured by Buyer herein shall be written as primary policies; not contributing with or in excess of coverage that Delphi may carry. By requiring insurance herein, Delphi does not represent that coverage and limits will necessarily be adequate to protect the Buyer. The purchase of appropriate insurance coverage by Buyer or the furnishing of certificate of insurance shall not release Buyer from its respective obligations or liabilities under this Agreement. If Buyer's policies do not contain the standard separation of insured's provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage. Buyer shall agree to waive their insurer's right of subrogation under its policies. The Certificate of Insurance should also provide at least 30 days' prior written notice to the SELLER of cancellation, modification or material change to the policy.

Section 6.02 Seller's Insurance. Seller will maintain its existing property damage, liability, fire, theft and any other insurance with respect to the Facility and the Acquired Assets through the Removal Date.

ARTICLE 7

INTELLECTUAL PROPERTY

Section 7.01 Buyer agrees to abide by the United States Government Export Administration Regulations.

Final 6-29-06

Section 7.02 Nothing in this Agreement shall be construed to require the SELLER to furnish any intellectual property or technical information owned by SELLER or its affiliated companies.

Section 7.03 Buyer acknowledges that it is not acquiring any rights in or to any trade names or trademarks of the SELLER under this Agreement, and agrees not to use any trade name or trademark of the SELLER with respect to any Acquired Asset or products produced by Buyer after execution of this Agreement. In addition, Buyer shall conspicuously mark and identify any products produced by it utilizing any of the Acquired Assets as being products of Buyer.

ARTICLE 8

CONDITIONS PRECEDENT

Section 8.01 Conditions Precedent to Obligation of the SELLER and the Buyer. The respective obligations of each party to effect the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions:

A. no action, suit or proceeding (including any proceeding over which the Bankruptcy Court has jurisdiction under 28 U.S.C. § 157(b) and (c)) brought by any governmental entity shall be pending to enjoin, restrain or prohibit the transactions contemplated by this Agreement, or that would be reasonably likely to prevent or make illegal the consummation of the transactions contemplated by this Agreement;

B. no governmental entity shall have issued any order, decree or ruling, and there shall not be any statute, rule or regulation, restraining, enjoining or prohibiting the consummation of the transactions contemplated by this Agreement; and

C. the full satisfaction of the terms and conditions of the De Minimis Sale Order.

Section 8.02 Conditions Precedent to Obligation of the SELLER. The obligation of the SELLER to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver at or prior to the Closing Date of the following additional conditions:

A. The Buyer shall have performed in all material respects its obligations under this Agreement required to be performed by the Buyer at or prior to the Closing Date; and

B. Each of the representations and warranties of the Buyer contained in this Agreement shall be true and correct as of the Closing Date as if made at and as of such date.

Section 8.03 Conditions Precedent to Obligation of the Buyer. The obligation of the Buyer to effect the transactions contemplated by this Agreement shall be subject to the satisfaction or waiver at or prior to the Closing Date of the following additional conditions:

A. The SELLER shall have performed in all material respects its obligations under this Agreement required to be performed by the SELLER at or prior to the Closing Date; and

B. Each of the representations and warranties of the SELLER contained in this Agreement shall be true and correct, in all material respects, as of the Closing Date as if made at and as of such date.

Final 6-29-06

ARTICLE 9

GENERAL PROVISIONS

Section 9.01 Force Majeure. Each party shall be temporarily excused from performing its obligations under this Agreement for so long as such performance is prevented or delayed by any event of Force Majeure. The term "Force Majeure" shall, for purposes of this Agreement, include: (i) any strike, lockout or labor dispute at the plant of a party or its suppliers, (ii) any shortage or curtailment of utilities, materials or transportation, (iii) any act or omission of any government authority, or (iv) any other cause beyond the reasonable control of a party. A party affected by an event of Force Majeure shall promptly notify the other party and shall use its best efforts to overcome and mitigate such event of Force Majeure.

Section 9.02 Indemnification by Buyer. Buyer shall defend, indemnify, and hold harmless the SELLER and its affiliated companies, and each of their respective officers, agents, and employees, from and against any and all claims, suits, causes of action, liabilities, losses (including death, personal injury, and property damage), judgments, obligations, fines, damages, penalties, costs of defending or settling, and expenses (including consequential damages and attorneys' fees) of any kind or character (whether based on breach of contract, breach of warranty, tort (including negligence), strict liability, environmental laws, intellectual property rights, or otherwise) arising out of, or in any manner, relating or attributable to: (a) the breach or performance by Buyer of any of its obligations under this Agreement; (b) arising after the Closing, related to the transportation, manufacture, operation, use, handling, storage, maintenance, sale, transfer or disposal of (i) any of the Acquired Assets, or (ii) any products, components, parts or subassemblies produced from or with the Acquired Assets; or (c) the acts or omissions of Buyer's Invitees or their employees or agents.

Section 9.03 Limitation of Liability. SELLER SHALL NOT BE LIABLE TO BUYER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES ARISING OUT OF ANY ACT OR OMISSION REFERRED TO IN OR RELATED TO THE PERFORMANCE OF THIS AGREEMENT, OR TO THE USE, OPERATION, OR MAINTENANCE OF ANY ACQUIRED ASSET BY ANY PERSON, WHETHER OCCASIONED BY BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, ENVIRONMENTAL LAWS, INTELLECTUAL PROPERTY INFRINGEMENT OR OTHERWISE.

Section 9.04 PCB Items. The SELLER hereby informs Buyer that the Acquired Assets may contain polychlorinated biphenyls ("PCBs") and therefore may be a regulated PCB item as defined under Title 40, US Code of Federal Regulations, Part 761 (40 CFR 761), the use, disposal, import, export or other distribution of which may be subject to specific requirements under federal regulations pursuant to the federal Toxic Substances Control Act ("TSCA"), as well as state and local additional regulatory requirements. Once title to the Acquired Assets is transferred to Buyer under this Agreement: (i) the SELLER shall be relieved of any further obligation with regard to any claim first made after the Closing related to the design, transportation, manufacture, operation, use, handling, storage, maintenance, sale, transfer or disposal of these items; and (ii) Buyer agrees to transport, operate, use, handle, store, mark, and/or properly dispose of PCB items in an environmentally safe manner and in compliance with applicable federal, state and local laws, ordinances, regulations, standards, etc., including the TSCA.

Section 9.05 Termination. If, after the date of this Agreement and prior to the passage of title and risk of loss to any Acquired Asset, an item of M&E is lost, damaged or destroyed by any cause whatsoever (excluding ordinary wear and tear and damage caused by the acts or omissions of Buyer

Final 6-29-06

or its agents or employees), this Agreement shall terminate with respect to the affected M&E, and an appropriate adjustment will be made to the Purchase Price by SELLER.

Section 9.06 Independent Contractors, Expenses. This Agreement does not constitute any party the agent or legal representative of any another party. Each party is an independent contractor, responsible for its own expenses, including attorneys' and other professional fees incurred in connection with the transactions contemplated by this Agreement. No party is authorized to create any obligation on behalf of another party.

Section 9.07 Bulk Sales. The Buyer hereby waives compliance with any bulk sales or other similar laws in any applicable jurisdiction in respect of the transactions contemplated by this Agreement.

Section 9.08 Entire Agreement, Waiver. This Agreement constitutes the entire agreement of the parties, and supersedes all prior and contemporaneous agreements and negotiations between the parties, concerning the subject matter herein. No amendment to this Agreement shall be binding upon either party unless it is in writing and is signed by authorized representatives of all parties. Failure by any party to enforce any term or condition of this Agreement, or to exercise any right hereunder, shall not be construed as thereafter waiving such term, condition or right; and in no event shall any course of dealing, custom or usage of trade modify, alter or supplement any term of this Agreement.

Section 9.9 Assignment. Neither party may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party, except that the SELLER may freely assign their rights and delegate any of their duties to a subsidiary or affiliated company, or any successor in interest by operation of law. Buyer's obligations under this Agreement shall be binding upon any transferee of the Acquired Assets, to the extent such obligations may relate to the Acquired Assets so transferred, and Buyer shall obtain and deliver to the SELLER a copy of such transferee's agreement to be so bound.

Section 9.10 Notices. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or by expedited courier service, or when mailed by certified mail (return receipt requested) with postage prepaid, or upon receipt of the facsimile transmission report in the case of a telefax, addressed to a party at its address set forth below, or to such other address as may be designated by notice given to the other party:

(i) To SELLER: Delphi Automotive Systems
World Headquarters & Customer Center
5725 Delphi Drive
Troy, MI 48098-2815
Attention: President, AHG

And DELPHI CORPORATION
5725 Delphi Drive
Troy, MI 48098-2815
Facsimile: 248-813-2491
Attention: Assistant General Counsel-
Commercial and Transactional

(ii) To Buyer: Great American Group
9 Parkway North, Suite 300
Deerfield, IL 60015

Final 6-29-06

Facsimile: 847-444-1401
Attention: Mark Naughton

Section 9.11 Law and Jurisdiction; Severability. If there is any dispute or difference of opinion between the parties regarding the construction or interpretation of this Agreement or the rights and liabilities of the parties, the parties shall strive to settle the same amicably. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the state of Michigan and, to the extent applicable the Bankruptcy Code, excluding any such laws which direct the application of laws of any other jurisdiction. If any provision of this Agreement contravenes any applicable law, then such provision shall be deemed reformed or severed, but only to the extent necessary to comply with such law, and the remaining provisions shall remain in full force and effect. The Buyer and the Seller irrevocably and unconditionally consent to submit to the jurisdiction of the Bankruptcy Court for any litigation arising out of or relating to this Agreement and the transactions contemplated thereby (and agree not to commence any litigation relating thereto except in the Bankruptcy Court).

Section 9.12 Captions. The captions shall not be deemed a part of this Agreement, but are inserted merely for the convenience of the parties.

Section 9.13 Public Announcements. The SELLER and Buyer will consult with each other before issuing any press releases or otherwise making any public statements with respect to this Agreement or the transactions contemplated hereby, and shall not issue any press release or make any public statement without mutual consent, except (a) as may be required by law and then only with such prior consultation and (b) as the Seller deems necessary, in its sole discretion, to satisfy the requirements of the De Minimis Sale Order.

ARTICLE 10

THE LIQUIDATION

Section 10.01 The Liquidation; Access to Facility. Seller acknowledges that Buyer will be conducting the Liquidation following the Closing Date and will require that the Acquired Assets remain at the Facility through the Removal Date in order to: (i) prepare and lot the Acquired Assets, (ii) allow potential buyers to preview the Acquired Assets and (iii) allow the removal of the Acquired Assets after the Liquidation (the "Permitted Purposes"). From the Closing Date and through the Removal Date, the Buyer shall have the right to access to the Facility at reasonable times and during normal business hours (Monday through Friday 8:00 a.m. – 4:00 p.m.), or such other times as may be agreed between the parties, free of any rent, utilities (including heat, air conditioning, electric, and water) or other payment for occupancy, for the Permitted Purposes. From the Closing Date and through the Removal Date, the Seller shall provide to the Buyer two active and working phone lines and any T1 or DSL service currently provided to the Facility. The Buyer shall pay all expenses related to the Liquidation other than rent or occupancy expense as provided above. The Buyer shall have the right to collect and keep the proceeds of the Liquidation. After the Closing Date, and subject to the restrictions set forth above, the Buyer shall have the right to invite potential purchasers and bidders (as applicable) (collectively, the "Buyer's Invitees") onto the premises of the Facility for purposes of inspecting the Acquired Assets prior to the Liquidation and removing (by successful purchasers and/or bidders, as applicable) purchased Acquired Assets from the Facility following the Liquidation.

Section 10.02 Buyer Covenants. The Buyer and its employees, subcontractors and agents, shall conduct all activities contemplated by this Article 10, and all other aspects of the Liquidation (including, without limitation, any offsite auction): (a) in a safe manner, using all commercially reasonable precautions to protect against accident or injury, (b) in a manner that does not damage or

Final 6-29-06

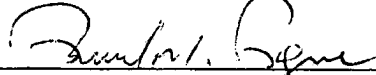
negatively reflect on the reputation of and/or goodwill associated with the Seller, its affiliated companies, or any of their businesses, (c) in a manner that does not cause damage to the Facility, its premises, any other asset(s) of Seller, or any adjoining property, (4) in compliance with applicable federal, state and local laws and regulations, including any license and bonding requirements, and (5) in compliance with all of Seller's rules, regulations and requirements pertaining to access to and activities upon Seller's property and facilities. The Buyer shall return the Facility to the Seller, in "broom swept" condition and with all of the Acquired Assets removed from the Facility's premises, as soon as reasonably practicable after completion of the Liquidation, but in no event later than the Removal Date.

Section 10.03 Abandoned Assets. Any Acquired Assets remaining at the Facility after the Removal Date shall be deemed to have been abandoned by Buyer and Seller may remove, discard or otherwise dispose of such items, with no responsibility or liability to Buyer or Buyer's Invitees.

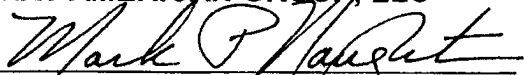
Section 10.04 Use of Name. The Buyer shall be authorized to use the name "Delphi" in its advertising of the sale of the Acquired Assets pursuant to the Liquidation, provided, however, that the Seller shall have the right to approve in advance any advertising using such name in its sole and absolute discretion.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed in duplicate by their duly authorized representatives.

DELPHI AUTOMOTIVE SYSTEMS LLC

By: 
Name: Ronald M. Pogue
Title: Business Line Executive
Date: 7-20-06

GREAT AMERICAN GROUP, LLC

By: 
Name: Mark P. Naughton
Title: Vice President/General Counsel
Date: July 14, 2006

Final 6-29-06

EXHIBIT 1.02: De Minimis Sale Order

UNITED STATES BANKRUPTCY COURT

SOUTHERN DISTRICT OF NEW YORK

-----X

In re

DELPHI CORPORATION, et al.,

Debtors.

:

:

: Chapter 11

:

: Case No. 05 – 44481 (RDD)

:

: (Jointly Administered)

:

-----X

ORDER UNDER 11 U.S.C. § 363

APPROVING PROCEDURES TO SELL CERTAIN DE MINIMIS ASSETS
FREE AND CLEAR OF LIENS, CLAIMS, AND ENCUMBRANCES AND
TO PAY MARKET RATE BROKER COMMISSIONS IN CONNECTION
WITH SUCH SALES WITHOUT FURTHER COURT APPROVAL

("DE MINIMIS ASSET SALE ORDER")

Upon the motion, dated October 17, 2005 (the "Motion"), of Delphi Corporation and certain of its subsidiaries and affiliates, debtors and debtors-in-possession in the above-captioned cases (collectively, the "Debtors"), for an order under section 363 of title 11 of the United States Code, 11 U.S.C. §§ 101-1330, as amended (the "Bankruptcy Code"), authorizing the Debtors to sell certain de minimis assets outside the ordinary course of business free and clear of liens, claims, and encumbrances and to pay market rate broker commissions in connection with such dispositions without further Court approval; and upon the record of the hearing held on the Motion; and this Court having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties-in-interest; and it appearing that proper and adequate notice

Final 6-29-06

of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED.

2. The Debtors are authorized to consummate, without further Court approval, arms-length sales of real and personal property outside of the ordinary course of business when the purchase price is \$10 million or less for each transaction or in the aggregate for a related series of transactions (the "de minimis Assets"), free and clear of all liens, claims, and encumbrances, with any such liens, claims, and encumbrances attaching to the sale proceeds with same force, validity, priority, perfection and effect as such liens had on the property immediately prior to the sale, subject to the notice procedures and other terms of this Order set forth below.

3. The Debtors hereby are authorized to pay, without further Court approval, market rate broker commissions (the "Broker Commissions") for brokers utilized in the ordinary course of the Debtors' business in connection with any sales of de minimis Assets upon satisfaction of the disclosure requirements provided for herein.

4. Sales of de minimis Assets are subject to the following notice procedures (the "Notice Procedures"):

(a) The Debtors shall give notice of each proposed sale (the "Sale Notice") to (i) the Office of the United States Trustee, (ii) counsel to any official committees appointed in these cases (the "Committee(s)"), (iii) counsel for the agent under the Debtor's debtor-in-possession lenders (the "DIP Lenders"), (iv) counsel for the agent under the Debtors' prepetition credit facility; (v) any other known holder of a lien, claim, or encumbrance against the specific property to be sold, and (vi) any known interested party in the subject de minimis Assets (collectively, the "Notice Parties"). The Sale Notice shall be served by facsimile, if possible, so as to be received by 5:00 p.m. (Eastern Time) on the date of service and by overnight mail. The Sale Notice shall specify (i) the assets to be sold, (ii) the identity of the proposed

Final 6-29-06

purchaser (including a statement that the proposed purchaser is not an "insider" as defined in section 101(31) of the Bankruptcy Code), (iii) the proposed sale price, (iv) a copy of any documentation executed in contemplation of the transaction, and (v) an affidavit of the broker, if any, pursuant to rule 2014 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), that identifies the broker, the amount of the Broker Commission, affirms based on such broker's reasonable knowledge and belief, that the commission is at or lower than the market commission for similar sales and contains the disclosures required by Bankruptcy Rule 2014.

(b) The Notice Parties shall have five business days following initial receipt of the Sale Notice to object to or request additional time to evaluate the proposed transaction and the Broker Commission. If counsel to the Debtors receives no written objection or written request for additional time prior to the expiration of such five business day period, the Debtors shall be authorized to consummate the proposed sale transaction and to take such actions as are necessary to close the transaction and collect the proceeds of such sale, including, without limitation, payment of the Broker Commission.

(c) If a Notice Party objects to the proposed transaction and/or the Broker Commission within five business days after the Sale Notice is received, the Debtors and such objecting Notice Party shall use good faith efforts to consensually resolve the objection. If the Debtors and the objecting Notice Party are unable to achieve a consensual resolution, the Debtors shall not take any further steps to consummate the proposed transaction without first obtaining Bankruptcy Court approval of the proposed transaction, including retention of any broker, *nunc pro tunc*, upon notice and a hearing.

(d) To the extent that a competing bid is received for the purchase of the de minimis Assets, which in the Debtor's sole discretion, in the exercise of their business judgment and in consultation with their professionals, materially exceeds the value of the purchase price contained in the Sale Notice, the Debtors shall re-notice the proposed sale to the subsequent bidder pursuant to the Notice Procedures; *provided* that the proposed purchase price is still

Final 6-29-06

less than or equal to \$10 million, and to the extent the proposed purchase price is greater than \$10 million, the Debtors shall file a motion with this Court

in accordance with the Case Management Order (Docket No. 164) to obtain approval for the proposed transaction.

(e) Any valid and enforceable liens shall attach to the net proceeds of the sale with same force, validity, priority, perfection and effect as such liens had on the property immediately prior to the sale, subject to any claims and defenses the Debtors may possess with respect thereto, and any amounts in excess of such liens shall be utilized by the Debtors in accordance with the terms of the debtor-in-possession financing agreements (collectively, the "DIP Agreement") (if approved by this Court) or any order entered by this Court.

5. Nothing in the foregoing procedures shall prevent the Debtors, in their sole and absolute discretion, from seeking Bankruptcy Court approval at any time of any proposed transaction upon notice and a hearing, or if necessary, to comfort a purchaser, to submit a separate order to this Court along with a certificate of no objection to be entered without need for a hearing on the matter.

6. The Notice Procedures set forth herein shall not apply to sales of assets that involve an "insider," as defined in section 101(31) of the Bankruptcy Code or any sale that, because of the integral nature of the asset, would require the Debtors subsequently to sell additional assets for an aggregate sum in excess of \$10 million. Any such sale shall continue to require an individual hearing as prescribed by section 363(b) of the Bankruptcy Code.

7. Sales of de minimis Assets shall be arm's-length transactions entitled to the protections of section 363(m) of the Bankruptcy Code.

8. The Debtors and their respective officers, employees, and agents are authorized to perform all of their obligations, take whatever actions necessary, and issue, execute, and deliver whatever documents may be necessary or appropriate to implement and effectuate any dispositions of de minimis Assets.

9. Each and every federal State and local government agency or department is hereby directed to accept any and all documents and instruments necessary or appropriate to consummate

Final 6-29-06

the dispositions of de minimis Assets. The register or recorder of deeds (or other similar recording agency) is hereby directed to accept and include a certified copy of this Order along with any other appropriate conveyance documents used to record and index the transfer of any de minimis Assets in the appropriate public records.

10. Pursuant to the terms of the DIP Agreement and the interim order approving such DIP Agreement on an interim basis, entered on October 12, 2005, and subject to the final approval of the DIP Agreement, the DIP Lenders hold valid, duly perfected security interests in and liens upon the de minimis Assets. Subject to the final approval of the DIP Agreement, any and all proceeds obtained by the Debtors from any sales of such de minimis Assets will be applied as required by the DIP Agreement or any order entered by this Court. Nothing contained herein shall be deemed a waiver by the DIP Lenders of any required approval or disapproval of any sale, whether pursuant to this Order or otherwise.

11. All other holders of valid and perfected liens shall be treated in accordance with section 363(f) of the Bankruptcy Code.

12. Nothing in this Order alters or modifies the Debtors' obligation to file a motion pursuant to section 365 of the Bankruptcy Code to assume and/or assign any lease.

13. No further orders of this Court are necessary to effectuate the terms set forth herein for transactions or related series of transactions completed in good faith.

14. This Court shall retain jurisdiction to hear and determine all matters arising from the implementation of this Order.

15. The requirement under Local Rule 9013-1(b) for the service and filing of a separate memorandum of law is deemed satisfied by the Motion.

Dated: New York, New York

October 27, 2005

/s/ Robert D. Drain

UNITED STATES BANKRUPTCY JUDGE

Final 6-29-06

EXHIBIT 1.04: MACHINERY & EQUIPMENT

Property Tag #	Description
134624	SPARK PLUG INSULATOR ASSEMBLY MACHINE
135183	COOLER F/INSULATOR ASSY.GLASS SEAL FURNACE LINES
135299	INSULATOR ASSEMBLY GLASS SEAL FURNACE
135304	HIGH VOLUME 100% RESISTANCE CHECK MACHINE
135336	INSULATOR ASSEMBLY TO FURNACE TRANSFER CONVEYOR
135337	INSULATOR ASSEMBLY TO FURNACE TRANSFER CONVEYOR
135499	SPARK PLUG TRAY STACKER
135500	SPARK PLUG TRAY STACKER
89789	KODAK CONTOUR PROJECTOR
104505	ELECTRIC WALKIE TYPE STRADDLESTACKER TRUCK (#774)
113521	CLARK ELECTRIC WALKIE TYPE FORK STACKER (#1061)
117996	SWECO SEPERATOR-30 INCH
127546	BARRY BLOWER PROCESSING FAN
127547	BARRY BLOWER PROCESSING FAN
127622	DC VOKES DUST COLLECTING SYSTEM-SIZE 4/8/10
128793	CONVEYOR W/MERGE SECTION & ACCUMULATOR
129135	DENSOMATIC DRY PRESSING & FORM GRINDING MACHINE
129978	MERGE CONVEYOR F/TRANSPORTING GREEN INSULATORS
130016	CARDBOARD DUNNAGE CRUSHER
130527	DYNAMIC AIR PNEUMATIC CONVEYING SYSTEM
130609	COMBINATION INSULATOR MOLD & GRIND MACHINE
130611	COMBINATION INSULATOR MOLD & GRIND MACHINE
130612	COMBINATION INSULATOR MOLD & GRIND MACHINE
130613	COMBINATION INSULATOR MOLD & GRIND MACHINE
130618	COMBINATION INSULATOR MOLD & GRIND MACHINE
131636	BAG HOUSE F/SMITH MOLD & GRIND MACHINES
131637	BAG HOUSE F/SMITH MOLD & GRIND MACHINES
131638	BAG HOUSE F/SMITH MOLD & GRIND MACHINES, DCE Volkes
131669	PNEUMATIC TUBE TRANSPORT SYSTEM
131670	PNEUMATIC TUBE TRANSPORT SYSTEM
134117	PENTRONIX AUTOMATIC TRAY LOADER-MAT'L HAND.SYSTEM
134149	STEELCASE SUPERVISOR'S CUBICLE
139622	INSULATOR FAB GUAGES
139623A	FIRED INSULATOR INSPECTION MACHINE, Retina Systems
139625	FIRED INSULATOR INSPECTION MACHINE
139626	INSULATOR GLAZE & FIRE MACHINE
139627	INSULATOR GLAZE & FIRE MACHINE
139628	INSULATOR GLAZE & FIRE MACHINE
139729	DUST COLLECTOR
139758	FURNACE FOR INSPECT AND GLAZE, 1746
139759	FURNACE FOR INSPECT AND GLAZE, 1746
139760	FURNACE FOR INSPECT AND GLAZE, 1746
140572	CHILLED WATER PUMP TANK
238092	AIR SLIDE DISTRIBUTION SYSTEM
244453	DRAW CHAIN CONVEYOR-UNDERGROUND

Final 6-29-06

244454	DRAG CHAIN CONVEYOR-UNDERGROUND
113339	Clark Electric Walkie type Fork Stacker (#1080)
122957	PENTRONIX COMPACTING PRESS-6 TON
131253	STEELCASE SUPERVISOR'S CUBICLE
136479	COMPACTING PRESS FOR CERAMIC RESISTOR SUBSTRATES
136480	MULTI-LOADER
137788	CERAMIC COMPACTING PRESS
138851	PTX PENTRONIX COMPACTING PRESS
138862	PTX PENTRONIX COMPACTING PRESS
140742	AUTO-LOADER FOR EOS BUTTONS
140743	AUTO-LOADER FOR EOS BUTTONS
140744	AUTO-LOADER FOR EOS BUTTONS
140745	AUTO-LOADER FOR EOS BUTTONS
113242	WYSSMONT TURBO DRYER
117571	STAINLESS STEEL OSCILLATING GRANULATOR
121972	WYSSMONT TURBO DRYER-STAINLESS STEEL
122108	SWECO SEPARATOR VIBRATING SCREEN
127990	EXIDE POWER SOLID STATE BATTERY CHARGER (marked 725483, BC 1055185, no brass tag)
129160	BLUE M DRYING OVEN-6KW
137022	DUST COLLECTOR FOR GLASS SEAL POWDER AREA
137600	MATERIAL DRYER FOR GLASS SEAL POWDER PREP AREA
137601	MATERIAL DRYER FOR GLASS SEAL POWDER PREP AREA
137602	CONVEYOR FOR GLASS SEAL POWDER MATERIAL PREP AREA
137603	CONVEYOR FOR GLASS SEAL POWDER MATERIAL PREP AREA
138470	TECHNETICS BULK BAG UNLOADING SYSTEM, Sterling Scale
139647	POWDER MIXING SYSTEM
139648	POWDER MIXING SYSTEM
139649	POWDER MIXING SYSTEM, Vat
139653	DRYER CERAMIC GRANULE, Wyssmott
139712	CAMBELT CONVEYOR
139714	DUST COLLECTOR
139717	FLUID PUMP, labeled -B5A, B5B,B5C,B5D
139719	15 CU FT MIXER (Vat labeled 139719A)
139720	IMPELLER MIXER AND STAND B-8 Yamato mixer
139722	CHAMBER DRYER - 32 CU.FT. Blue M Oven
139723	PACK OUT EQUIPMENT
140129	ONE 20 CU. FT. PROCESS MODULE; READCO, Vat
140130	ONE IMPELLER ASSY; READCO BILL VOLDRICH, mixer truck
140246	SCREENER, 22
140438	VIBRATORY FEEDER
81741	RUBBER MOLD PRESS
84637	BLDG #4106-DIRECT FIRED TUNNEL CERAMIC KILN
87043	POROX LINED BALL MILL PULVERIZING MACHINE-6X8, Steveco
88723	METAL BIN TO STORE/FEED TALC/KAOLIN TO PRESSES
89102	SWINDELL DRESSLER CERAMIC KILN
91937	RUBBER MOLD MAKER
91969	PULVERIZING MACHINE
102782	MIKRO PULSAIR DRY DUST COLLECTION SYSTEM
103440	BLDG #4081-CERAMIC TUNNEL KILN-142 FT.
104525	MIKRO PULSARIE DRY DUST COLLECTION SYSTEM

Final 6-29-06

106341	MIKRO PULSAIRE DRY DUST COLLECTOR-5000 TO 6000CFM
107285	PATTERSON ARLCITE LINED PEBBLE MILL-TYPE D (6X8), Steveco
107470	COOLING CHAMBERS FOR KILN #1 (TAG #084637)
107471	COOLING CHAMBER F/KILN #2 (TAG #089102)
109466	WALKIE TYPE FORK STACKER-3000# CAPACITY (AC#927)
111660	BLDG #4081-RECUPERATIVE MULTI BURNER KILN
112634	ELECTRIC GENERATOR-350 KVA-DELCO
113191	COOLING CHAMBER F/DRESSLER MULTIBURNER TUNNEL KILN
115618	MICRO-PULSAIRE DUST COLLECTOR SYSTEM
115758	MICRO PULSAIRE DUST COLLECTOR SYSTEM
115770	MICRO PULSAIRE DUST COLLECTOR SYSTEM
116622	MIKRO PULSAIRE HIGH VACUUM FILTER DUST SEPARATOR
116954	MASTERFLOW FEEDER W/WATER METER & CONTROL PANEL bldg 4094, bay F-14 alumina load sta
116975	WEIGH SYSTEM W/10000# SCALE/MIXER/WATER
117995	SWECO SEPERATOR-30 INCH
118060	ARLCITE LINED PEBBLE MILL PUVERIZING MACHINE, Steveco
118979	ROTEX VIBRATING SCREEN
118980	ROTEX VIBRATING SCREEN
120327	SEALED ROLLER BEARING MOUNTED PEBBLE MILL, Steveco
123503	BLENDER-3 CU.FT.
126369	PNEUMATIC CERAMIC HANDLING SYSTEM
126550	FLEX-KLEEN DUST COLLECTOR
130015	CARDBOARD DUNNAGE CRUSHER
133061	TRANSFER CAR MATERIAL HANDLING SYSTEM
133062	TRANSFER CAR MATERIAL HANDLING SYSTEM, Kiln
133481	LOAD TRAY TO SAGGER SYSTEM
133549	INSULATOR TRAY & SAGGER ACCUMULATING CONVEYOR SYS.
134346	LIQUID POLYFON ADDITION SYSTEM
136617	DENSE PHASE PNEUMATIC SYS TO UNLOAD PEBBLE MILLS
136674	PULVERIZING MACHINE, Steveco Powder Ball Mill
89788	KODAK CONTOUR PROJECTOR
102722	J & L COMPARATOR W/ELECTRONIC POWER ELEVATING UNIT
133613	DYE DIP SYSTEM-MECHANICAL WASHER
138677	TURNTABLE TO ROTATE KILN CARS
138678	TURNTABLE TO ROTATE KILN CARS
138831	CONVEYOR SYSTEM F/INSULATOR INSPECTION
139730	INSPECT & GLAZE MACHINE #1
139731	INSPECT AND GLAZE MACHINE #2
139732	INSPECT AND GLAZE MACHINE #3
116939	WALKIE TYPE REACH TRUCK-3,000# CAPACITY (#1254)
134623	SPARK PLUG INSULATOR ASSY MACHINE (located in 801)
136198	SPOT COOLING SYSTEM
138226	GASKET FEED STATION F/LOW VOLUME SYSTEM
112003	CLARK ELECTRIC WALKIE TYPE FORK STACKER (AC #1019)
112834	LINDBERG MESH BELT ATMOSPHERE ANNEALING FURNACE
113538	CLARK ELECTRIC WALKIE TYPE PALLET TRUCK (AC#1103)
114494	SPANMASTER 2 TON MOTOR DRIVEN BRIDGE CRANE
119083	5 TON ELECTRIC HOIST F/ROTOFORGER
119294	DOUBLE DRUM TYPE WASH,RINSE & BLOW-OFF MACHINE

Final 6-29-06

119299	PROGRAMMED HOIST SYS.F/ZINC PHOSPHATE (SEE FMAC6)
119816	LINDBERG WIRE MESH ROLLER HEARTH ANNEALING FURNACE
119817	LINDBERG GENERATOR W/REFRIGERATION UNIT, tore down
119829	HEADING MACHINES (National slug header, draw 119970)
119928	REVERE RAM LOADER F/SPARK PLUG EXTRUSION SLUGS
119942	RANSOHOFF DOUBLE DRUM 3 STAGE STEAM HEAT WASHER
119970	IN LINE WIRE DRAWING MACHINE
120278	STOCK REEL
120455	STEEL BELT CONVEYOR F/SLUG WASHER & ANNEALING OVEN
120456	STEEL BELT CONVEYOR F/SLUG WASHER & ANNEALING OVEN
120694	CABLE HOIST-5 TON CAPACITY
120795	CONVEYOR SYSTEM TO TRANSFER SLUGS
122128	BRIDGE CRANE FOR 4TH ROTAFORGE MACHINE-5 TON CAP.
122284	WELDER-BUTT-FLASH-AUTO
122541	WELDER-BUTT & FLASH-MAN
129184	NATIONAL SLUG HEADER-CAPACITY .525 IN. (draw 131004)
129299	STOCK REEL-DECOILER & REWINDER
130019	CARDBOARD DUNNAGE CRUSHER
130707	STOCK REEL DECOILER & REWINDER
131004	WIRE DRAWING MACHINE
131275	CLARK WALKING STACKER (AC #1654)
108151	FEEDALL ELEVATING HOPPER FEEDER
108739	WARCO PRESS
109034	WARCO PRESS
109035	WARCO PRESS
109038	WARCO STRAIGHT SIDE PRESS
111643	MINSTER PRESS-200 TON, torn down, bushings
122843	VERSON ALLSTEEL SINGLE DRIVE PRESS
126213	SPECIAL BULK FEEDING SYSTEM TO FEED SLUGS
127212	SLUG FEEDING SYSTEM
127756	VERSON SINGLE ACTION PRESS-200 TON, torn down, flywheel
127757	VERSON SINGLE ACTION PRESS-200 TON
131984	ELECTRONIC SCALE-MINIMUM CAPACITY #5000 LB.
108226	6 SPINDLE EXTRUDED SPARK PLUG SHELL TURNING MACH.
109782	ACME GRIDLEY 6 SPINDLE CHUCKING MACHINE, torn down
117187	ACME GRIDLEY AUTOMATIC CHUCKING MACHINE-6 SPINDLE, different style
117188	ACME GRIDLEY AUTOMATIC CHUCKING MACHINE-6 SPINDLE, different style
117425	UNDERHUNG ELECTRIFIED BRIDGE CRANE-4,000# CAPACIT
121246	RANSOHOFF DRUM TYPE WASH,RINSE & DRY MACHINE
123298	CHIP SEPARATOR, part of washer
123299	SKIP HOIST, part of washer
135382	TROLLEY TYPE CONVEYOR
89548	STRAIGHT LINE SHELL AND WIRE MACHINE
92148	STRAIGHT LINE SHELL & WIRE MACHINE - Disassembled
97010	SHELL & WIRE MACHINE, Stripped, no feeder
109723	SHELL & SIDE WIRE MACHINE, Helfrecht
109996	SHELL & WIRE ASSEMBLY MACHINE
112062	CLARK ELECTRIC WALKIE TYPE FORK STACKER (AC #1007)
113083	HELFRECHT SHELL & SIDE WIRE ASSEMBLY MACHINE

Final 6-29-06

116185	SHELL & WIRE ASSEMBLY MACHINE, Helfrecht
117156	SPARK PLUG SHELL BLACKENING SYSTEM-Udylite
117323	ONE TON UNDERHUNG ELECTRIFIED BRIDGE CRANE W/HOIST
117324	ONE TON UNDERHUNG ELECTRIFIED BRIDGE CRANE W/HOIST
117371	LOAD/UNLOAD SYSTEM F/BEFORE & AFTER BLACKENING
117803	DUAL WET FUME SEPARATOR-38700 CFM
117804	DUAL WET FUME SEPARATOR-33400 CFM
127270	PRUTTON PLANETARY THREAD ROLLER-MAX.3/4IN. (feeder removed)
138008	MANNOR WASHER
139643	GRIDLEY & SOUND ENCLOSURE
118325	ACME GRIDLEY AUTOMATIC CHUCKING MACHINE-6 SPINDLE
135326	SIDE WIRE WELDING MACHINE
138188	CHIP COMPACTOR SYS.F/SYNCHRON.PLATINUM SPARKPLUG
138267	WASHER SYSTEM F/PLATINUM SPARK PLUG CELL also PW-2, Thread Washer, Continental BT# 138254
139467	PLATINUM WELDER F/SHELL ASSEMBLY, Sonic, #725436, 725554, BC 1057190
139635	ASSEMBLY WASHERS SPARK PLUG SHELL
139636	ASSEMBLY WASHERS SPARK PLUG SHELL
139639	FLOOR FEEDER FOR SHELL FAB
139640	FLOOR FEEDER FOR SHELL FAB
139641	SPARK PLUG SHELL WASHER
139642	SPARK PLUG SHELL WASHER
139657	GRIDLEY
140109	SOUND ENCLOSURE for Gridley
140110	SOUND ENCLOSURE for Gridley
140234	COPPER CORE SIDEWIRE WELDER- MANUAL
140235	COPPER CORE SIDEWIRE WELDER- MANUAL
140369	SHELL ASSEMBLY MACHINE - COPPER CORED (BC#1056885)
140979	COPPER CORE SIDEWIRE MACHINE
140984	COPPER CORE WELDER - partially salvaged.
141062	WAVINESS GAGE, Precision Devices Inc.
109338	20 INCH CONTOUR MEASURING PROJECTOR, Bausch & Lomb
115924	PACKAGING MACHINE CASE OPENER,LOADER & SIDE GLUER
116922	PACKOMATIC AUTO.CASE OPENER,LOADER,GLUER & SEALER
116930	SPARK PLUG ASSEMBLY MACHINE 117057 conv at test
116931	SPARK PLUG ASSEMBLY MACHINE
116932	SPARK PLUG ASSEMBLY MACHINE
116933	SPARK PLUG ASSEMBLY MACHINE
117044	HEAT SHOCK FIXTURE TO TEST LEAKAGE OF SPARK PLUGS
117052	TWO LANE WASHER F/ASSEMBLED SPARK PLUGS
117054	TWO LANE WASHER FOR ASSEMBLED SPARK PLUGS
117714	REDINGTON AUTO.CARTON FORMING & PACKAGING MACHINE
117716	REDINGTON AUTOMATIC MULTIPACKER F/SPARK PLUGS
121805	REDINGTON HIGHSPEED MULTIPACK CARTONER W/COUNTER
121806	REDINGTON HIGH SPEED MULTIPACK CARTONER W/COUNTER
121918	REDINGTON TYPE PACKAGING MACHINE
122787	REDINGTON CARTON EXPANDING,LOADING & CLOSING MACH part of system, 2-6, used for packout, after 122789
122789	DOUGLAS AUTOMATIC CASE PACKER & SEALER

Final 6-29-06

126975	REDINGTON SPARK PLUG SINGLE PACKER
128821	SPARK PLUG CARTONER F/4,6 OR 8 PACK CARTONS
130011	CARDBOARD DUNNAGE CRUSHER
135221	FUNCTIONAL TEST FOR SPARK PLUGS
135392	FUNCTIONAL TEST F/SPARK PLUGS
135998	ACUGAGE OPTICAL INSPECTION SYSTEM
139611	INSULATOR ASM GLASS SEAL FURNACE
139592	FINAL ASM LOAD TRAY PICK/PLACES
139596	FINAL ASSEMBLY MACHINE, Bodine
139599	FINAL ASM WASHER W/LUBE PROTECTANT
139605	INSULATOR PRINT/FLASH DRY/INSPECT
139608	INSULATOR ASM MACHINE W/TRAY LOAD
139614	TRAY CONVEYOR/FURNACE UNLOAD/F-POST
140015	PROFILING TUNNEL KILN - DATA PAQ
140470	SILICONE COATING MACHINE - INSULATOR TIP
128463	MOTORIZED BRIDGE CRANE-2,000# CAPACITY
140008	COPPER CORE WELDER
140106	WASHER, center wire
140958	COPPER CORE SHELL WELDING MACHINE
105347	HEADING MACHINE
108034	J & L OPTICAL COMPARATOR (5 X 16 TABLE)
109770	NATIONAL 1/2 INCH FIVE STATION FOUR DIE BOLTMAKER
111902	HARPER CONVEYOR TYPE FURNACE-TEMP.1250-2050 DEGREE
114640	U.S.BAIRD POLIACTION HYDRA-TILT TUMBLER also 723184 B-14 tumbler
114896	NATIONAL 5 STATION 4 DIE BOLTMAKER W/ROLL THREAD.
116063	INDUSTRIAL POWER SPRAY WASHER
116655	NATIONAL 5 STATION,4 DIE BOLTMAKER W/ROLL THREAD.
116901	WIRE DRAWING MACHINE
116903	WIRE DRAWING MACHINE for A-29
117254	SELF CONTAINED WIRE DRAWING MACHINE
119102	5 STATION 4 DIE BOLTMAKER F/SPARK PLUG TERM.POST
120353	WIRE DRAWING MACHINE
120617	NATIONAL 5 STATION HEADING MACHINE
120974	IN LINE WIRE DRAWING MACHINE
120976	IN LINE WIRE DRAWING MACHINE
121123	EXIDE BATTERY CHARGER
121248	NATIONAL 1/4 INCH,5 STATION,4 DIE BOLTMAKER
122589	16 FT.SPAN MOTOR DRIVEN CRANE SYSTEM-4000# CAP.
122606	2 TON BRIDGE CRANE SYSTEM-20 FT.SPAN-4000# CAP.
137574	X-RAY MACHINE F/INSPECTING SPARK PLUG INSULATORS
139779	RECTIFIER 2 PIECES
139780	RECTIFIER 2 PIECES
83607	POROX-LINED PEBBLE MILL PULVERIZING MACHINE
91997	PULVERIZING MACHINE
95911	PULVERIZING MACHINE
110584	368 GAL.HIGH DENSITY BALL MILL-PULVERIZING MACHINE
111704	PATTERSON AGITATED MIXER
111705	PATTERSON AGITATED MIXING BOWL
111706	PATTERSON AGITATED MIXING BOWL

Final 6-29-06

111707	PATTERSON AGITATED MIXING BOWL
111708	PATTERSON AGITATED MIXING BOWL
117295	WHEELABRATOR MULTI-TABLE W/AUXILIARY TABLES for tray repair 714186 E-9 Dust collector for wheelabrator 725828 Wilton belt Grinder with dust collector
118063	GLASS SEAL FURNACE LOADER
120017	GLASS SEAL FURNACE-4000# HOUR-1450 DEGREE Globar furnace, fire brick removed
122312	TOLEDO DOUBLE RATIO SCALE
136928	VACUUM SYS LV 5
83126	B & S UNIVERSAL GRINDER
91897	UNIVERSAL GRINDER W/WET GRINDING ATTACHMENT
95682	BENCH LATHE
100377	PRECISION TOOL ROOM LATHE
106990	LINK HYDRAULIC PRESS-500 TON
114512	GORTON VERTICAL HEAD POWER FEED MILLING MACHINE
115040	JONES & LAMSON COMPARATOR & MEASURING MACHINE
116906	PARKER-MAJESTIC INTERNAL GRINDER
117643	BRIDGEPORT MILLING MACHINE
120655	BROWN & SHARPE MICROMASTER SURFACE GRINDING MACH.
121333	BROWN & SHARPE VALUE MASTER UNIVERSAL GRINDER
123179	SURFACE ALLOYING UNIT W/APPLICATOR-110 VOLT
133273	BROWN & SHARPE TECH-MASTER SURFACE GRINDER
95683	BENCH LATHE
98352	SINGLE SPINDLE DRILL PRESS
103905	BARBER-COLMAN 36 SPEED GEARED HEAD TOOL ROOM LATHE
111144	BROWN & SHARPE MICROMASTER SURFACE GRINDER
113231	HARDINGE HIGH SPEED LATHE
114576	WET ABRASIVE BELT GRINDER
115348	CLARK ELECTRIC WALKIE TYPE FORK STACKER (#1165)
117220	WALKIE TYPE FORK TRUCK (#1279)
123542	STERLING SELF CONTAINED AUTO.PARTS COUNTING SCALE
121768	PAPER SHREDDER W/FEED IN CONVEYOR
123519	BROWN & SHARPE MICROMASTER SERIES II GRINDER
93768	UNIVERSAL GRINDING MACHINE
117681	GORTON VERTICAL SWIVEL HEAD HAND FEED MILL
122232	HORIZONTAL COLD WALL VACUUM FURNACE-1CU.FT.CAP.
139021	JET CABINET WASHER F/TOOL ROOM HEAT TREAT
81229	INSULATOR GRINDER
83191	INSULATOR GRINDER FOR RUBBER MOLDED INSULATORS
133599	AUTOMATIC ISOSTATIC PRESS
114563	VERTICAL MILLING MACHINE-TABLE SIZE 46IN.X 9IN.
111669	JONES & LAMSON PEDESTAL COMPARATOR
108124	CLARK WALKIE TYPE FORK TRUCK-3000# CAP.(#866)
130023	CARDBOARD DUNNAGE CRUSHER
134343	AUTOMATIC CASE LOADING CARTONING MACHINE
134344	AUTOMATIC CASE LOADING CARTONING MACHINE
121121	EXIDE BATTERY CHARGER
122924	JONES & SHIPMAN GRINDING MACHINE
130515	HURCO MILLING MACHINE TABLE-(60 X 15 1/4)
139602	BODINE TESTER FOR FINAL ASSEMBLY MACHINE FA1-1

Final 6-29-06

105345	NATIONAL 3/16" HEADING MACHINE, S/N# 31426
119103	NATIONAL BOLT MAKER, S/N #27332
120973	INLINE WIRE DRAW MACHINE FOR HEADER A-22
122745	P&H OVERHEAD HOIST
136927	PORTABLE VACUUM SYSTEM, LINE 4,FIM-9
137023	PORTABLE VACUUM SYSTEM, FIM-6
138254	THREAD WASHER, CONTINENTAL BT
130017	CARDBOARD DUNNAGE CRUSHER

1-National Model 141 Ball Header w/ Straightener & Reel
1- Greenlee Roto-Forge Slug Former
8- 2-3/8 Gridley Chuckers
1- Tolhurst Oil Extraction System
7- Helfreght Ground Electrode Trim Machines w load/unload
1-Prutton Thread Roller
2-NI Platting Lines w/ load/unload
7-National ¼ Bolt Header Machines
2-National 3/16 Double Stroke Header Machines
2-Manor Drum Wshers
1-Ferro-Fab Washer
2-Hobart Wshers
1-Retina Vision Sorting System
3-Ball Mills
3-Mixers
2-Rotex Screeners
2-Spray Dryers
3-Insulator Glaze and Inspection Lines
2-Wismont Dryers & Screeners-IP Powder Technology
1-Weighing System
1-Heavy Duty Mixer
2- Simac Insulator Assembly Lines
Large Assortment of Simac Tray Loaders
1-Research Element Style Furnace
1-Simac Resistance Checker
1- Capital Automated Insulator Assembly Line
1- Bodine Automated Insulator Assembly/Die Electric Test Line
4-Helfreght Final Assembly Machines
2-Misc. Washers
2-Redington Carton Packers
1-Simac Final Assembly Machine
1-Miller Die Electric Test Machine
1-Die Electric Machine (Blank Insulator)
1-Puck Master Metal Compactor
1-Wheelabrator Shot-Peen
16-Optical Comparators
Chatillion Shear Testers